

### REMARKS

Favorable reconsideration of this application is respectfully requested.

Independent Claims 1, 14, 19, 37, 43, and 51-56 stand rejected as obvious based upon the combination of published U.S. Application No. 2002/0073211 to Lin et al. and U.S. Patent No. 6,381,617 to Frolund et al., either alone or together with one, two or three other cited references. Claim 33 has been rejected as obvious based upon Lin in combination with U.S. Application No. 2002/0087912 to Kashyap. Additionally, the various dependent claims have been rejected by combining additional references.

Independent Claims 1, 14, 19, 37, 43, and 51-56 have been amended. Only independent Claim 33 has not been amended. For the reasons set forth below, it is respectfully submitted that none of the references, individually or in combination, teaches or suggests the claimed invention as a whole as set forth in any of the claims, and that the rejections under 35 U.S.C. §103 are improper and should be withdrawn.

#### The Rejections Under 35 U.S.C. §103 Are Traversed

The present invention is directed to systems, method and program products for processing electronic transactions in ways that provide assurances that the transactions will be completed expeditiously in the event of failures, by enabling recovery and resumption of the transactions from the state of the transaction at which the failure occurred. The claims have been amended to better define this. None of

the cited prior art teaches or suggests the claimed method, system or program product.

Claim 1

Independent Claim 1 is directed to a method of processing electronic transactions between a client and a server, where communications are established between the client and server at an electronic assurance (eTA) system through which request messages and responses are communicated, and states of the electronic transaction are recorded and used for recovery in the event of a failure. Claim 1 recites, in relevant part:

determining whether an outcome of the transaction in relation to the request message has failed, and the actual state of the transaction at the failure;

selecting an appropriate recovery action to recover from the failure based upon said actual state;

Neither Lin nor Frolund, individually or in combination, teaches or suggests a method as set forth in Claim 1, where a recovery action from a failure is based upon the state of a transaction at the time the failure occurs. Moreover, Claim 1 further recites transmitting a response message to the client in accordance with the recovery action that masks the failure from the client. The references to Lin and Frolund also neither teach nor suggest this masking as claimed.

Lin is directed to facilitating secure communications between a web browser and an application server, where upon detecting a loss of connection between a user and an application server, an attempt is made to reconnect the web server in order to

continue the session. If the web server is shut down, a second web server is assigned to continue a session. (See Lin [0035]).

Lin only determines whether transactions succeed or fail, and, in the event of a failure, attempts to reconnect to another web server. Lin does not disclose or suggest basing a recovery action on the state of a transaction at a failure, as claimed. As recognized by the Office (page 3, last paragraph, of Office Action), Lin does not disclose detecting a failure and selecting an appropriate recovery action to recover from the failure, much less selecting an appropriate recovery action based upon the state of the transaction at the failure, as claimed. Moreover, as also recognized by the Office, Lin does not disclose transmitting a response message to the client in accordance with a recovery action from a failure, where the response message masks the failure from the client. Significantly, Lin does not disclose or suggest selecting an appropriate response to a failure based upon the state of the transaction at the failure, as claimed.

Frolund is directed to a two-phase commit protocol for use in replicated database systems, so that client applications may recover from server application and database failures (see Abstract). Frolund's protocol comprises a series of messages and responses between client applications, server applications and database systems, as best shown in Figures 2-4, where upon a failure during processing of a request prior to completion being detected by the failure to receive an "outcome" message, the transaction is aborted by sending a "roll-back" command to the database systems, causing the server process to terminate and to retry the

transaction against a different server. (See col. 6, line 61 – col. 7, line 10. See also col. 7, lines 30-37; and col. 8, lines 1-15.)

Thus, Frolund's disclosure is similar to Lin's disclosure, in that upon a failure, Frolund terminates the transaction and sends a new request to a different server. Frolund discloses nothing about basing a recovery action on the state of a transaction at a failure, as claimed.

Accordingly, Frolund does not make up for the deficiencies in Lin, and the combination of these references does not disclose or suggest determining the actual state of the transaction at a failure, and basing a recovery action on that actual state, as claimed. Moreover, none of the other cited prior art of record teaches or suggests these elements of Claim 1, and these claims are allowable over this prior art.

In order for a combination of references to render a claim obvious, the references must teach or suggest the invention claimed as a whole. It is not enough that the references merely relate to a similar system or method. If they do not teach or suggest every element of the claim, the references cannot render the claim obvious, and the requirement that the Office present a *prima facie* rejection cannot be met. None of the cited references, individually or in combination, teach or suggest all of the elements of the claims. The references will not support a rejection based upon Section 103, and cannot render Claim 1 or Claims 2-13 dependent thereon obvious.

Claims 14-18, 19-32, 51 and 52

Independent Claims 14, 19, 51 and 52 all have substantially the same recitations as Claim 1, and require determining the state of an electronic transaction

at a failure, and selecting an appropriate action based upon that state to recover from the failure.

Accordingly, independent Claims 14, 19, 51 and 52, and dependent Claims 15-18 and 20-32, which depend from Claims 14 and 19, respectively, are likewise deemed allowable over the cited art for at least the same reasons that Claim 1 is allowable.

Claims 37-42, 43-50, 54, 55 and 56

Independent Claims 37, 43, 54, 55 and 56 all have substantially the same recitations as the distinguishing recitations of independent Claims 1, 14, 19, 51 and 52, and are deemed allowable for at least the same reasons pointed out above.

Claim 37 is representative, and recites, in relevant part:

preserving a state of the electronic transaction and updating the transaction type and message parameters in response to processing of the electronic transaction; and

resuming the electronic transaction from a failure based upon the preserved state at the failure.

The same recitations appear in independent Claim 43, 54, 55 and 56. For the reasons discussed above, none of the references teach or suggest resuming an electronic transaction from a failure based upon the preserved state of the transaction at the failure. Accordingly, none of the cited prior art can render obvious these independent claims or the claims that depend therefrom.

Claim 33

The rejection of independent Claim 33 as obvious based on Lin and U.S Application No. 2002/0087912 to Kashyap is respectfully traversed.

Initially, it is pointed out to the Office that the rejection is structurally improper, because rather than applying the cited reference to Lin upon which the rejection is based, it incorrectly refers to "Davies" in the first and third paragraphs on page 12 and in the last paragraph on page 13 of the Office Action. "Davies" is apparently a reference to U.S. Patent No. 6,108,701, which was used as a basis for rejecting Claim 33 in the previous Office Action (and in fact, these paragraphs that reference Davis were copied verbatim from that Office Action and do not even reflect the disclosure of Lin).

Nevertheless, assuming that the Office intended to substitute Lin for Davies in the present rejection, it is respectfully submitted that the combination of Lin and Kashyap does not disclose, teach or suggest the invention as a whole as set forth in Claim 33, and that these references will not support a rejection under Section 103 and cannot render Claim 33 obvious. Indeed, the present rejection also even fails to consider all of the elements of Claim 33.

Claim 33 is directed to an electronic assurance system, and recites:

a policy-based policy manager engine that manages electronic transaction message processing and resulting customer experience by allowing users of the system to define message processing policies that specify conditions and actions to be taken when any of the specified policy conditions is true to provide transparent failover.

Even accepting, *arguendo*, the Office's characterization (on page 11, last paragraph) of Lin as disclosing the equivalent of a "communications processor" and a "request message" as correct, Lin still fails to disclose or suggest a policy-based manager engine that allows users to define message processing policies, as claimed, and as apparently recognized by the Office on the top of page 12.

Moreover, Kashyap's disclosure of a fail-over system is irrelevant to, and will not support, a rejection, since Kashyap also does not teach or suggest "a policy-based policy manager engine . . . allowing users of the system to define message processing policies that specify conditions and actions to be taken when any of the specified policy conditions is true to provide transparent failover" (emphasis added), as claimed. Nothing in Kashyap refers to, or suggests, user-defined message processing policies, much less user-defined policies that specify conditions and actions to provide transparent fail-over, as claimed. Thus, no combination of Kashyap and Lin would even produce the claimed invention.

Whether or not it might have been obvious (which is not admitted) ". . . to combine Kayshap's ideas of using fail-over policy for recovery failure connection with Davies's (*sic.*, Lin's) system in order to provide network communication without lost connection" as started by the Office on page 12, this is irrelevant since it is not what is being claimed. The claims require user-defined policies. Nothing in the references suggests the user-defined policies, as claimed, and the references cannot render the claimed invention obvious.

Claims 34-36 depend from Claim 33, and distinguish over the cited references for the same reasons as Claim 33. Phaal (U.S. Patent No. 6,138,159) also discloses nothing more than a fail-over system, and fails to teach or suggest a system in which users may define recovery policies. Phaal adds nothing to the combination of Lin and Kashyap that will support a rejection. Accordingly, Claims 33-36 are likewise deemed to be patentable over the cited references.

As to the various rejections of the dependent claims in the Office Action, these claims are again rejected based upon substantially the same references (substituting Frolund for Davies) and for substantially the same reasons as in the previous Office Action of March 21, 2006. For the reasons set out in the Response of July 17, 2006 to that Office Action, which are incorporated by reference herein, the various rejections are improper, and the cited prior art cannot render the claims unpatentable.

In view of the foregoing, it is respectfully submitted that the various rejections are overcome, and that this application is in condition for allowance. Accordingly, favorable reconsideration of this application is requested, and early allowance of all claims is solicited.

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Respectfully Submitted,

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